

# **EXHIBIT B**

Registration # 20230112

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.*

**Membership Privileges, Notices, Disclosures & Agreements**  
**RENEWAL PROGRAM OPTIONS:**

**AUTOMATIC RENEWAL PROGRAM:** Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club's address. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed indicated rate per month.

TOTAL AMOUNT: INDICATED RATE PER MONTH FOR FUTURE AUTOMATIC RENEWAL.

**NONRENEWABLE MEMBERSHIP:** This membership will expire on the indicated date.

A Club Annual fee of indicated rate will be 60 days from begin date and the same date each year thereafter. If date is listed as TBD then the bill date will be approximately 30 days from the club opening date.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**NON-USE OF FACILITIES:** Club is not responsible for member's use of our facilities or services. Member/Buyer is responsible for all payments under this Agreement, even if our facilities and services are not used. I understand that I have signed an Agreement. My failure to regularly attend and utilize center facilities does not relieve of my obligations, regardless of the circumstances, to pay in full. Should I default I agree to pay all costs of collection including, but not limited to Collection Agency fees up to 50% of the unpaid balance, court costs, and reasonable attorney fees. All of which may be paid or incurred by the Club.

**DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than three days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law.

**By signing this Agreement, You acknowledge that you are of legal age and have received a complete copy of this Agreement. You acknowledge that you have read and understand this entire Agreement, including but not limited to the following: The Limitation of Liability & Full Release of CRUNCH provision contained in this Agreement, the Waiver of Class Action provision contained in this Agreement, the E-SIGN CONSENT contained in this Agreement and all other terms and provisions listed in this Agreement. You further acknowledge that you fully understand and consent to all the payment terms, cancellation procedures, and CLUB rules and regulations contained within this Agreement.**

**REQUEST FOR PREAUTHORIZED PAYMENT**

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account listed above.

**Subject to the following conditions:**

- (1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
- (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.
- (3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
- (4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: [www.abcfitness.com](http://www.abcfitness.com) under Terms of Service.
- (5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
- (7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
- (8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.
- (9) This preauthorization payment arrangement shall apply to the following Applicant(s):

**CANCELLATION POLICIES**

1. **NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
2. **IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO**

- CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: CRUNCH NORTH RICHLAND, 6601 NE LOOP 820, NORTH RICHLAND HILLS, TX 76180.
3. IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:
    - A. CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS: CRUNCH NORTH RICHLAND, 6601 NE LOOP 820, NORTH RICHLAND HILLS, TX 76180.
    - B. FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.
  4. IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: CRUNCH NORTH RICHLAND, 6601 NE LOOP 820, NORTH RICHLAND HILLS, TX 76180.
  5. IF THE HEALTH SPA IS RENDERED UNUSABLE FOR 30 CONSECUTIVE DAYS OR LONGER BECAUSE OF AN EVENT BEYOND THE CONTROL OF THE OWNER OR OPERATOR OF THE HEALTH SPA, INCLUDING A NATURAL DISASTER, THE HEALTH SPA SHALL EXTEND THE TERM OF EACH AFFECTED MEMBER'S CONTRACT FOR A PERIOD EQUAL TO THE TIME THAT THE HEALTH SPA IS RENDERED UNUSABLE.
  6. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

#### **ADDITIONAL TERMS**

1. **MEMBER'S REPRESENTATION OF CONDITION:** Member represents that he or she is in good physical condition and able to use the equipment provided and to participate in exercises and fitness programs made available by us. You should consult a licensed physician before engaging in physical exercise and using exercise equipment. If you have any serious medical condition, including heart disease, you should obtain specific medical clearance from your physician before engaging in any of the foregoing activities. You understand and agree that Crunch Staff and employees are not healthcare professionals and are not authorized to provide you with any medical advice. Member acknowledges that no employees or personnel of the facility have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on said medical conditions. Member fully understands and agrees that in participation in one or more of the fitness programs, or using the facilities maintained, that he or she is agreeing to assume the risk of such injury and further agrees to indemnify us from any and all liability from the use by the member of the facilities and instructions offered by any employees or personnel of the facility. Please read all of the safety instructions before use of any equipment at the club location and comply with all the club rules and regulations. We reserve the right to revoke or deny the membership of any member or guest whose access to or use of our facilities, in our judgment, creates a danger to health or safety hazard to you or our other members, guests, or employees. Access to our facilities will be denied, unless you can provide competent medical evidence certifying to a substantial medical certainty that such conditions poses no danger or health or safety hazard to other individuals. We may support or refute any such medical evidence with additional evidence as we deem necessary.
2. **LIMITATION OF LIABILITY & FULL RELEASE:** You agree to fully release the Club, its owners, employees, affiliates, subsidiaries, authorized agents, and independent contractors from any and all liability, claims, demands, or other actions that You may have for injuries, disability, death, or any other

actions that You may have for injuries, disability, or death or other damages of any kind, including, but not limited to, direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, Agreement, negligence, or breach of warranty arising out participation of any services offered by the Club the use of any of its facilities or equipment, including but not limited to any physical activities, personal training services, participation in any group classes, or any other act even if caused by the negligence or fault of the Club, its owners, employees, affiliates, subsidiaries, authorized agents, or independent contractors. are urged to see a doctor before you commence any physical activity and to follow a doctor's advice as to your health, fitness, or physical capabilities. Further, you are urged to have this Agreement reviewed by an attorney before signing, and your signature and/or initials indicates your acceptance of all the terms and conditions in this Agreement, without limitation. You agree (on behalf of yourself and your heirs, as well as any minor children or wards) that the club and its named affiliates, shall not be held liable for any personal injury or death suffered by you arising from or relating to your use of your club membership or any event that occurs on club property, including any injury or death caused by the negligence, including gross negligence of any crunch employee, agent or contractor. You (on behalf of yourself, your heir and any minor children or wards) hereby forever discharge, release and waive any and all claims, rights, liabilities and causes of action against the Club (including all affiliates, employees, agents, representatives, successors, or assigns) that have occurred or may occur at any time in the future until the end of time that in anyway relate to or arise out of your Club membership, physical activities at Club location, participation in any group or class activities, use of equipment, tanning, physical activities off location relating to the Club, instructions provided by Club employees and contractors, personal training, and use of parking areas and locations. This includes any damages, injuries, or death caused by the negligence, gross or otherwise, or any club employees or contractors. **YOU AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN ANY ACTIVITIES THAT INVOLVE THE USE OF THESE FACILITIES AND PREMISES AND EXPRESSLY AGREE TO ASSUME ALL RISKS OF ANY INJURY, ILLNESS, OR DEATH WHICH YOU ENGAGE IN, FURTHER, YOU AGREE TO HOLD THE CLUB HARMLESS FOR ANY THEFT OR LOSS OF PERSONAL PROPERTY THAT OCCURS ON THE CLUB'S PREMISES.**

3. **COMPLETE AGREEMENT AND SEVERABILITY:** This Contract, along with the Rules and Regulations and any Personal Training Agreement, comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized or binding on the Club. No agent or representative of Club is authorized to alter or change the language or content of this Agreement. If any part this Agreement is declared unenforceable, the remaining provisions of the Agreement shall not be affected and shall continue in full force. Club has made no express or implied warranties or representations other than those expressly set forth in this Agreement to include Buyer to enter into this Agreement.
4. **SIGNERS OF AGREEMENT:** If there is more than one person signing this contract, each of you is individually responsible to fully perform all obligations under this Contract and are accepting the terms of the Contract immediately upon execution of the contract. Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. It is your responsibility to know whether this Contract is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings.
5. **APPLICABLE LAW:** This Agreement shall be governed by Texas law and in Hillsborough County where the wholly subsidiary of the Club has its principal place of business.
6. **USE OF FACILITY:** You are entitled to access and to use the gym or gyms defined by your Membership until termination or suspension of that Membership pursuant to this Agreement. We will make reasonable endeavors to make available to you the rights and privileges of Membership of the gym or gyms you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavors to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.
7. **FORCE MAJEURE:** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Club including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default



of suppliers or subcontractors, (b) the Club shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, it shall not cease billing if able to provide virtual services or provide for additional time on membership when able to resume services (c) If the Force Majeure Event prevents the Club from providing any of the Services for more than 8 weeks, the Club shall, without limiting its other rights or remedies, have the right to freeze billing or terminate this Contract immediately by giving written notice to the Customer.

8. **ACCESS TO FACILITY:** In order to gain entry to our facility, you will be required to furnish identification which shall be provided to you upon commencement of your Agreement terms. Membership card must be presented upon admittance to the club, such means of the identification shall be provided through the club.
9. **RULES AND REGULATIONS.** Your membership and activities at the Club shall be subject to the additional terms and conditions Club's rules and regulations as posted at the Club, which you acknowledge were also provided to you to review upon execution of this Agreement. You agree to abide by all Club rules and regulations at all times. The Club shall have the exclusive and unqualified right to make such rules, regulations, and restrictions in the use of all or part of the facility as it may deem necessary and appropriate. These rules shall apply to all members and their guests, visitors and members of their families. This includes, but not limited to, use of appropriate exercise equipment and the wearing of acceptable attire at all times. The Club may make reasonable changes to the membership rules and regulations as well as the Membership Agreement at any time. The Club may provide notice via email, text, telephone or postal mailings, but is not required to beyond a website posting. It is your responsibility to check online at regular intervals for changes to these documents. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund. Further any violation of this policy may result in legal action as well as forfeiture of any remuneration received by Member or guest for such services.
10. **TRANSFERRING AND ASSIGNMENT OF AGREEMENT:** The Club has the right to transfer the contract to anyone of our choice. If we do so, member's obligations to such transferee or holder will continue in full force. We may sell, assign or transfer our right to receive payment from you to a finance company, bank or other institution. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced. Neither you nor any member may sell, assign or transfer a membership, or any right thereto.
11. **WAIVER OF RIGHTS:** The Club does not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.
12. **INVALID PROVISION:** If any part of this contract is found to be invalid or unenforceable, the remainder of the Contract will be valid and enforceable.
13. **EFT REQUEST, BILLED MONTHLY TO A CHECKING, BANK, AND/OR SAVINGS ACCOUNT:** Buyer (individually and as agent or guardian of member) hereby authorizes Club and/or its agents to make periodic charges to or withdrawals from the account used to pay the initial payment described above or the account designated below or replacement hereafter for payment of any sums due Club and/or its agents' facilities or services (the "EFT"), as follows. Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected monthly dues, payments or portions of the balance due described on this Agreement and the corresponding service charges. Any service charges incurred by either party during an electronic funds transfer are the sole responsibility of the buyer. Buyer understands that the buyer is in full control of buyer's payment and that this EFT authorization will remain in effect until Club and/or its agents receive written notice via certified mail of termination of this Agreement as allowed by this Agreement and has a reasonable opportunity to act on that notice. If you decide to change your billing information, a five (5) day notice is required. Such notification will not otherwise affect this Agreement and buyer's obligation herein. Buyer understands that cancellation of EFT authorization in no way relieves the obligation to fulfill the terms and payments of this Agreement. If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above. As a service to members to provide a credit or debit card as a form of payment we reserve the right to Bill expired credit or debit cards and or obtain new expiration dates from card issuers who make these dates available until the member has cancelled in accordance with this Agreement or revoke their authorization to bill with their financial institution.

- 14. VALUABLE AND PERSONAL PROPERTY:** We urge you not to bring valuables into the club. We shall not be responsible for any lost, theft or damage to the personal property brought into the club, whether member, guest or other individual. You agree that you shall hold us harmless for any such loss.
- 15. APPLICATION OF PAYMENTS.** Club will apply all payments received in the following order: (a) first, to the installments in the order in which they are scheduled to be paid and (b) second, to any late charges assessed.
- 16. LATE PAYMENTS.** If a payment is received three (3) days or more after the date it is due, you can be charged a late charge of up to \$15.00 per every late payment. DEFAULT. A service charge of up to \$30 will be assessed for all rejected checks, rejected EFT transfers, or credit card declines, regardless of reason. Should default occur, as determined by the Club or its assign(s), the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 18% per annum from the date of default plus all decline and late fees. To the full extent permissible by law, for purposed of collection or any dispute arising hereunder, Member hereby submits to the sole and exclusive jurisdiction of the State of Texas. The debtor waives presentment hereof for payment, protest, and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. Member is in default if
- a. Club does not receive an installment payment from Member on or before the date it is due; or
  - b. Member breaks one of the promises under this Contract; or
  - c. Member makes any statement or representation in connection with this contract which is false or incorrect in any material respect; or
  - d. Insolvency actions are begun by or against Member. Insolvency includes situations where Member is unable to pay all their debts as they become due.
- 17. OUR RIGHTS UPON DEFAULT:** In the event you default on this Agreement, including the violation of any rule then in effect, we may suspend or revoke your membership privileges, or deny access to the Premises until account is brought current.
- 18. ACCELERATION OF PAYMENTS.** If Member defaults, Crunch can demand immediate payment of all unpaid installments.
- 19. PROCESSING FEE:** A processing fee will be applied to all monthly membership invoices. Members paying via Credit Card will be responsible for the fee. Crunch may choose to waive the Processing Fee in its sole and absolute discretion.
- 20. ATTORNEY'S FEES AND COURT COSTS.** If this Contract is given to an attorney for collection, who is not a salaried employee of ours, Member shall pay reasonable attorney's fees (15% of the amount owed as permitted by law) and court costs allowed by law.
- 21. LOST EVIDENCE OF MEMBERSHIP:** You will be provided with a copy of your membership Agreement as well as a membership card upon commencement. If you require a replacement there may be a \$5 fee (plus applicable tax).
- 22. WARNING:** Use of steroids to increase strength or growth can cause heart problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke and damage liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids.
- 23. PHOTOGRAPHY AND VIDEO:** Professional photography and recording of video on the premises is not allowed without the advance written approval of the Club's Legal Department and execution of appropriate release/consent forms. Personal photography (i.e., "selfies" and photos posted to social media sites) is allowed in public areas of the club only. You must have consent to photograph any other member, guest or team member. No photography or cameras of any kind are allowed in any locker room, rest room, sauna/steam room, or in the childcare center. The Club allows certain team members to take images of members and guests for social media purposes, including participants in group fitness and team training classes. If you do not wish to have images taken by the Club staff please let the team member know, so that you can opt out. By your continued use of the Club's premises and services, including participation in the class, you irrevocably consent to and grant Crunch the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to the Club's commercial and promotional use on its corporate or employee social media sites.
- 24. ARBITRATION:** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation

any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be city of club and Texas law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC. The party bringing the action is responsible for the arbitration fees. MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

25. **DISPUTE RESOLUTION:** In the unlikely event that Crunch Fitness is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules for consumer arbitration, with the party initiating paying all required fees. By signing this agreement, you acknowledge and agree that you, and Crunch Fitness are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify Crunch Fitness in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract. Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specially, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.
26. **THE CLUB IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH, LLC TO USE THE CRUNCH FITNESS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS THE OWNER OF THIS CRUNCH FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS THE CLUB IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.**
27. **RESTRICTIONS ON CANCELLATION OR ASSIGNMENT.** Member understands that they have signed a membership agreement. Failure to use this membership and utilize programs and facilities does not relieve member of their liability for payment, regardless of circumstances. Membership is absolutely non-transferable, non-assignable, and non-cancellable, except as provided in this contract.
  - (1) Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.
  - (2) A Member's notice of his/her intent to cancel shall be given in writing to the health studio. And that such a notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. And that if the health studio wishes to enforce such contract after receipt of the notice, it may request the department to determine the sufficiency of the notice.
  - (3) That if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not



be deemed out of business when temporarily closed under force majeure as stated above or for repair and renovation of the premises:

1. Upon sale, for not more than 14 consecutive days; or
2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

And that a refund will be issued within 30 days after receipt of the notice of cancellation.

**Member cannot cancel within their first 90 days, after the 90 days you are required to provide a 30-day written notice.**

The contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation.

The initial contract will not exceed 36 months and thereafter shall only be renewable annually. Renewal contracts may not be executed, and the fee therefore paid until 60 days or less before the preceding contract expires. **CANCELLATION.** If you have a minimum monthly term of 12 months, your account will be billed monthly for 12 months, then will continue to bill on a month to month basis to the extent permitted by law, or until cancelled in the manner specified below after the 12 month commitment. You may cancel your Membership at any time by giving a thirty (30) day written notice delivered via email, certified mail or delivery to the facility. Member must provide proof of the written notice to confirm cancellation. Member will forfeit the balance of any Annual or Enrollment Fees paid, and will be responsible for any past due balance and any payments that fall within the 30 days of requesting cancellation.

If your monthly membership has a minimum term, and you wish to cancel your membership before the end of the term, an Early Cancellation Fee will be applied unless reason for early termination due to one of the following reasons: You receive military orders, you may cancel this contract if you relocate your residence further than 5 miles from any health club. Valid Military order, and a current utility bill or lease for their new residence. If you become disabled, you must prove permanent disability by a doctor's certificate, which certificate shall be enclosed with the written notice of disability sent to the health club.

28. Members are advised to contact the Texas Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business.

**29. Freeze and Cancellation Rules:** Freezing your membership does NOT freeze your annual maintenance fee. Your current Annual Fee will still be applied on the applicable date accordingly to the terms of your membership. Your monthly dues must be current in order to freeze your membership. Frozen memberships will expire 3 months from the effective date. Billing will begin immediately after the expiration of the freeze. No notification will be provided and no refunds will be permitted. 30 Day Cancel Notice: you are responsible for scheduled fees within the next 30 days. Any open balances must be paid prior to cancellation. Any balance due will be sent to collections.

**30. E-SIGN CONSENT:** Certain laws and regulations may require Club and/or ABC Fitness Solutions, LLC to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that the Club and/or ABC Fitness Solutions, LLC may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting the Club and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of the Club and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Club

and/or ABC Fitness Solutions, LLC, and to promptly notify Club and/or ABC Fitness Solutions, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Club and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Club and/or ABC Fitness Solutions, LLC will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view, and receive the Documents electronically, and that Member has provided a valid and active email address to Club and/or ABC Fitness Solutions, LLC.**

31. **CONTACT:** Member affirms, acknowledges, and attests that Member's mailing address, telephone number, cellular telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Crunch and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to its debt collection agencies or attorneys, may contact Member at any mailing address telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Crunch and/or ABC Fitness Solutions, LLC. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy.
32. **PERSONAL TRAINING SERVICES:** Personal Training Services must be purchased from Crunch Certified Personal Trainers only. Payments made directly to trainers is strictly forbidden. Independent trainers are not authorized to provide Personal Training services to members. Any attempt to do so will result in membership revocation of both the trainer and the member.
33. **TANNING. Please be aware of the following risks associated with tanning:** (a) Not wearing your own eye protection or eye protection made available to you by the tanning facility while using a tanning device may cause damage to the eyes; (b) Overexposure to the ultraviolet radiation produced by the tanning devices used in the tanning facility causes burns; (c) Repeated exposure to the ultraviolet radiation produced by the tanning devices used in the tanning facility may cause premature aging of the skin or skin cancer, or both; (d) Abnormal skin sensitivity to ultraviolet radiation or burning may be caused by certain foods, cosmetics, and medication. The medication includes, but is not limited to, all of the following: (i) tranquilizers, (ii) diuretics, (iii) antibiotics, (iv) high blood pressure medication, and (v) birth control medication; (e) An individual who is taking a prescription drug or over-the-counter drug should consult a physician before using a tanning device; (f) An individual that suffers an injury while using a tanning device at a tanning facility must report the injury to the owner or operator of the tanning facility; (g) Any skin-related treatment involving microdermabrasion, including, but not limited to, facials, waxing, or skin peels, may cause abnormal sensitivity to ultraviolet radiation. You will be required to review this disclosure and sign and acknowledgement of having read this disclosure at least once each year. You agree to abide by all such tanning restrictions.

#### **COVID-19 Liability Release Waiver**

Due to the outbreak of the novel Coronavirus (COVID-19), the Club is doing everything we can to protect you, our clients, our community and our staff. To this extent, your Club will be following the Center of Disease-Control (CDC) with regard to social distancing practices and sanitation. We ask that our members and guests disclose their health history and continue to implement these sanitation and

disinfection procedures. The Company reserves the right to revise, supplement, rescind, or deviate from any policies or portion of the COVID-19 Mitigation Policies from time to time as it deems appropriate, in its sole and absolute discretion, and with or without advance written notice.

Symptoms of COVID-19 include:

- Fever
- Fatigue
- Dry Cough
- Difficulty Breathing

I agree to the following:

- ☐ I, nor members of my household, have not experienced any of the symptoms listed above within the last 14 days
- ☐ I, nor members of my household, have not travelled internationally in the last 30 days
- ☐ I, nor members of my household, have not traveled to a highly impacted area within the United States of America in the last 30 days
- ☐ I, nor members of my household, do not believe that we have been exposed to someone with a suspected and/or confirmed case of the Coronavirus (COVID-19)
- ☐ I, nor members of my household, have not been diagnosed with the Coronavirus (COVID-19) within the last 30 days
- ☐ The Club cannot be held liable from any exposure to the Coronavirus (COVID-19) caused by misinformation on this form or the health history provided by each client
- ☐ If I take any steps to make a claim for damages against the Club, its agents, employees or any other released parties, I shall be obligated to pay all attorney's fees and costs incurred as a result of such claim

The Club following these enhanced procedures to prevent the spread of the Coronavirus (COVID-19):

- All employees, members and guests are thermal screened for a temperature, not permitted in the facility if they have a temperature higher than 100.4
- All employees must wear facial covering while within the facility, members and guests are encouraged to do so but not required while exercising.
- Members are required and may not enter for workout without bringing their own towel to use during workout. Additionally, members are required to clean off every piece of equipment after each use in addition to the club personal that are routinely wiping down equipment after usage.
- Upon check in, members must wait outside (rain or shine) entering only as spacing is permitted on the red, yellow, and green emblems on the lobby floor to keep the 6ft required distance between members
- Implemented an online registration system so that all group programming cannot exceed the required limits
- Social Distancing and COVID19 Warning signages posted in the lobby as well as throughout the entire club
- Implementation of six feet social distancing guidelines throughout the entrance and entire club, including workstations been placed 6' apart
- All strength and weight equipment throughout the entire club has been reset and placed within required 6' ft distance apart
- Every other piece of cardio equipment has been unplugged and turned off so that there is 6' ft social distancing can be observed
- All clubs are electrostatically cleaned and fogged on a routine basis as well as if needed due to a possible COVID19 exposure
- Creation of advanced level 1 and level 2 cleaning protocols to be adhered to on an hour by hour basis.
- Social spacing decals have been placed throughout all group rooms and placed 7' apart in a grid fashion to avoid people coming within 7' of one another
- Locker rooms are shut down everyday mid-day for deep cleaning and disinfection

By signing below, I hereby release and agree to hold the Club ( "CR FITNESS HOLDINGS, LLC) harmless from and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses, and compensation for damages or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from the Club. I agree to release the Club from any and all liability for the unintentional exposure or harm due to the Coronavirus (COVID-19) In exchange for said release the Club agrees to abide by these standards and affirms the same.